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15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 EASTERN DIVISION

18 Jasmine Walker,

19 Plaintiff,

20 vs.

21 Credit Collection Services,

22 Defendant.

Case No.:

**COMPLAINT FOR DAMAGES**

**FOR VIOLATIONS OF:**

- 1. THE TELEPHONE CONSUMER PROTECTION ACT;**
- 2. THE FAIR DEBT COLLECTION PRACTICES ACT; AND**
- 3. THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

**JURY TRIAL DEMANDED**

1 Plaintiff, Jasmine Walker (hereafter “Plaintiff”), by undersigned counsel, brings  
2 the following complaint against Credit Collection Services (hereafter “Defendant”)  
3 and alleges as follows:  
4

5 **JURISDICTION**

6 1. This action arises out of Defendant’s repeated violations of the  
7 Telephone Consumer Protection Act, 47 U.S.C. § 227, *et seq.* (“TCPA”), repeated  
8 violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*  
9 (“FDCPA”), and repeated violations of the Rosenthal Fair Debt Collection Practices  
10 Act, Cal. Civ. Code § 1788, *et seq.* (“Rosenthal Act”).  
11

12 2. Jurisdiction of this Court arises under 47 U.S.C. § 227(b)(3), 15 U.S.C. §  
13 1692k(d), Cal. Civ. Code 1788.30(f), 28 U.S.C. § 1331 and 28 U.S.C. § 1367.  
14

15 3. Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b), where  
16 the acts and transactions giving rise to Plaintiff’s action occurred in this district and/or  
17 where Defendant transacts business in this district.  
18

19 **PARTIES**

20 4. Plaintiff is an adult individual residing in Riverside, California, and is a  
21 “person” as defined by 47 U.S.C. § 153(39) and Cal Civ. Code § 1788.2(g).  
22

23 5. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3), and is a  
24 “debtor” as defined by Cal. Civ. Code § 1788.2(h).  
25  
26  
27  
28

1           6. Defendant is a business entity located in Newton, Massachusetts, and is a  
2 “person” as the term is defined by 47 U.S.C. § 153(39) and Cal Civ. Code §  
3 1788.2(g).  
4

5           7. Defendant uses instrumentalities of interstate commerce or the mails in a  
6 business the principle purpose of which is the collection of debts and/or regularly  
7 collects or attempts to collect debts owed or asserted to be owed to another, and is a  
8 “debt collector” as defined by 15 U.S.C. § 1692a(6).  
9

10           8. Defendant, in the ordinary course of business, regularly, on behalf of  
11 itself or others, engages in the collection of consumer debts, and is a “debt collector”  
12 as defined by Cal. Civ. Code § 1788.2(c).  
13  
14

15                           **ALLEGATIONS APPLICABLE TO ALL COUNTS**  
16

17           9. Plaintiff is a natural person allegedly obligated to pay a debt asserted to  
18 be owed to a creditor other than Defendant.  
19

20           10. Plaintiff’s alleged obligation arises from a transaction in which property,  
21 services or money was acquired on credit primarily for personal, family or household  
22 purposes, is a “debt” as defined by 15 U.S.C. § 1692a(5), and is a “consumer debt” as  
23 defined by Cal. Civ. Code § 1788.2(f).  
24

25           11. At all times mentioned herein where Defendant communicated with any  
26 person via telephone, such communication was done via Defendant’s agent,  
27 representative or employee.  
28

1           12. At all times mentioned herein, Plaintiff utilized a cellular telephone  
2 service and was assigned the following telephone number: 951-XXX-2544 (hereafter  
3 “Number”).  
4

5           13. Defendant placed calls to Plaintiff’s Number in an attempt to collect a  
6 debt.  
7

8           14. The aforementioned calls were placed using an automatic telephone  
9 dialing system (“ATDS”) and/or by using an artificial or prerecorded voice  
10 (“Robocalls”).  
11

12           15. When Plaintiff answered calls from Defendant, she was met with a pre-  
13 recorded message asking her to hold for the next available representative.  
14

15           16. In April of 2018, Plaintiff requested that Defendant cease all further calls  
16 to her Number.  
17

18           17. Ignoring Plaintiff’s request, Defendant continued to call Plaintiff’s  
19 Number using an ATDS and/or Robocalls in an excessive and harassing manner.  
20

21           18. Additionally, during a live conversation that occurred in May of 2018,  
22 Defendant’s agent used profane and derogatory language, calling Plaintiff a “bitch”.  
23

24           19. Furthermore, Defendant failed to send Plaintiff proper notice of the  
25 alleged debt within five (5) days of its initial contact with Plaintiff as prescribed by 15  
26 U.S.C. § 1692g.  
27

28           20. Defendant’s actions caused Plaintiff to suffer a significant amount of  
stress, anxiety and embarrassment.

**COUNT I**

**VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT, 47  
U.S.C. § 227, et seq.**

21. Plaintiff incorporates by reference all of the above paragraphs of this complaint as though fully stated herein.

22. The TCPA prohibits Defendant from using, other than for emergency purposes, an ATDS and/or Robocalls when calling Plaintiff's Number absent Plaintiff's prior express consent to do so. *See* 47 U.S.C. § 227(b)(1).

23. Defendant's telephone system has the earmark of using an ATDS and/or using Robocalls in that Plaintiff, upon answering calls from Defendant, heard a pre-recorded message.

24. Defendant called Plaintiff's Number using an ATDS and/or Robocalls without Plaintiff's consent in that Defendant either never had Plaintiff's prior express consent to do so or such consent was effectively revoked when Plaintiff requested that Defendant cease all further calls.

25. Defendant continued to willfully call Plaintiff's Number using an ATDS and/or Robocalls knowing that it lacked the requisite consent to do so in violation of the TCPA.

26. Plaintiff was harmed and suffered damages as a result of Defendant's actions.

29. As a result of each call made knowingly and/or willingly in violation of the TCPA, Plaintiff may be entitled to an award of treble damages.

13           30. Plaintiff incorporates by reference all of the above paragraphs of this  
14 complaint as though fully stated herein.  
15

32. Defendant attempted to collect a debt from Plaintiff and engaged in  
“communications” as defined by 15 U.S.C. § 1692a(2).

34. Defendant used obscene or profane language or language the natural  
consequence of which was to abuse Plaintiff, in violation of 15 U.S.C. § 1692d(2).

36. Defendant failed to send Plaintiff written notice regarding the alleged debt within five (5) days after its initial communication with Plaintiff, in violation of 15 U.S.C. § 1692g(a).

37. The foregoing acts and/or omissions of Defendant constitute multiple violations of the FDCPA, including every one of the above-cited provisions.

12            38.    Plaintiff was harmed and is entitled to damages as a result of Defendant's  
13 violations.

**VIOLATIONS OF THE ROSENTHAL FAIR DEBT COLLECTION**  
**PRACTICES ACT, Cal. Civ. Code § 1788, et seq.**

39. Plaintiff incorporates by reference all of the above paragraphs of this  
complaint as though fully stated herein.

40. The Rosenthal Act was passed to prohibit debt collectors from engaging in unfair and deceptive acts and practices in the collection of consumer debts.

41. Defendant used obscene or profane language when speaking with Plaintiff, in violation of Cal. Civ. Code § 1788.11(a).

42. Defendant caused Plaintiff's telephone to ring repeatedly or continuously to annoy Plaintiff, in violation of Cal. Civ. Code § 1788.11(d).

1           43. Defendant communicated with Plaintiff with such frequency as to be  
2 unreasonable, constituting harassment, in violation of Cal. Civ. Code § 1788.11(e).  
3

4           44. Defendant did not comply with the provisions of 15 U.S.C. § 1692, *et*  
5 *seq.*, in violation of Cal. Civ. Code § 1788.17.  
6

7           45. Plaintiff was harmed and is entitled to damages as a result of Defendant's  
8 violations.  
9

10                                   **PRAYER FOR RELIEF**

11           WHEREFORE, Plaintiff prays for judgment against Defendant for:

12                           A. Statutory damages of \$500.00 for each call determined to be in violation  
13 of the TCPA pursuant to 47 U.S.C. § 227(b)(3);  
14

15                           B. Treble damages for each violation determined to be willful and/or  
16 knowing under the TCPA pursuant to 47 U.S.C. § 227(b)(3);  
17

18                           C. Actual damages pursuant to 15 U.S.C. § 1692k(a)(1);

19                           D. Statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);  
20

21                           E. Actual damages pursuant to Cal. Civ. Code § 1788.30(a);

22                           F. Statutory damages of \$1,000.00 for knowingly and willfully committing  
23 violations pursuant to Cal. Civ. Code § 1788.30(b);  
24

25                           G. Costs of litigation and reasonable attorneys' fees pursuant to 15 U.S.C.  
26 § 1692k(a)(3) and Cal. Civ. Code § 1788.30(c);  
27

28                           H. Punitive damages; and



I. Such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

DATED: October 29, 2018

TRINETTE G. KENT

By: /s/ Trinette G. Kent  
Trinette G. Kent, Esq.  
Lemberg Law, LLC  
Attorney for Plaintiff, Jasmine Walker